

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

MCKENNA DUFFY and MICHAEL BRETT,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

YARDI SYSTEMS, INC., BRIDGE  
PROPERTY MANAGEMENT, L.C.,  
CALIBRATE PROPERTY MANAGEMENT,  
LLC, DALTON MANAGEMENT, INC.,  
HNN ASSOCIATES, LLC, LEFEVER  
MATTSON PROPERTY MANAGEMENT,  
MANCO ABBOTT, INC., MORGUARD  
MANAGEMENT COMPANY, R.D.  
MERRILL REAL ESTATE HOLDINGS,  
LLC, SUMMIT MANAGEMENT  
SERVICES, INC., and CREEKWOOD  
PROPERTY CORPORATION,

Defendants.

Case No. 2:23-cv-01391-RSL

**STIPULATED MOTION FOR ENTRY  
OF PROTECTIVE ORDER AND  
ORDER**

## 1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

This Order has been agreed to by the Parties to facilitate discovery and the production of relevant evidence in this action. Neither the entry of this Order, nor the designation of any document, information, or the like as Confidential material or Highly Confidential material, nor the failure to make such designation, shall constitute evidence with respect to any issue in this action.

By stipulating to the entry of this Order, the Parties do not waive any right to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, the Parties do not waive any right to object on any ground to the use in evidence of any documents or information, including Confidential material or Highly Confidential material covered by this Order.

## 2. "CONFIDENTIAL" MATERIAL

"Confidential" material shall include the following documents and tangible things produced or otherwise exchanged: (a) information prohibited from disclosure by statute or contractual agreement; (b) information that reveals trade secrets; (c) research, development, technical, commercial, financial, or corporate information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identifying information; (f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; or (g) personnel or employment records of a person who is not a party to the case. Confidential material shall be marked or otherwise designated "CONFIDENTIAL." The parties will make reasonable efforts to

ensure that information or documents that are available to the public are not designated as Confidential material.

### 3. “HIGHLY CONFIDENTIAL” MATERIAL

3.1 “Highly Confidential—Source Code” material. “Highly Confidential—Source Code” material shall include extremely sensitive “Confidential” material representing computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms or structure of software or hardware designs, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

3.2 “Highly Confidential—Attorneys’ Eyes Only” material. “Highly Confidential—Attorneys’ Eyes Only” material, such as competitive internal business information and communications, shall include extremely sensitive “Confidential” material that the producing party reasonably believes to be so sensitive that it is entitled to additional protection via an “Attorneys’ Eyes Only” designation, and disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

### 4. SCOPE

The protections conferred by this agreement cover not only Confidential and Highly Confidential material (as defined above), but also (1) any information copied or extracted from Confidential or Highly Confidential material; (2) all copies, excerpts, summaries, or compilations of Confidential or Highly Confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal Confidential or Highly Confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

### 5. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

5.1 Basic Principles. A receiving party may use Confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to

the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

5.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any Confidential material only to:

(a) the receiving party’s counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in-house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation;

(c) experts, their staff, and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of Confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any Confidential material to third parties and to immediately return all originals and copies of any Confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), provided that counsel for the party intending to disclose the information has a good-faith basis for believing such Confidential information is relevant to events, transactions, discussions, communications or data about which the witness is expected to testify or about which the witness may have knowledge, unless otherwise ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) identified persons who are referenced in the document or whose conduct is purported to be identified in the document, provided that counsel for the party intending to disclose the information has a good-faith basis for believing such Confidential information is relevant to events, transactions, discussions, communications, or data about which the person has knowledge; disclosure to such person is limited to the portion of the document in which the person or person's conduct is identified or referenced; and such person has signed the "Acknowledgment and Agree to Be Bound" (Exhibit A); and

(i) other persons only by written consent of the producing party or upon order of the court and on such conditions as may be agreed or ordered, but such consent shall not be unreasonably withheld.

5.3 Filing "CONFIDENTIAL" Material. Before filing Confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g). Any motion to seal filed by the receiving party, where a designating party must make a showing required by Local Civil Rule 5(g)(3)(B) in response to the motion, must be noted for consideration no earlier than the fourth Friday after filing. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the court's files.

## **6. ACCESS TO AND USE OF HIGHLY CONFIDENTIAL—SOURCE CODE MATERIAL**

6.1 Basic Principles. A receiving party may use Highly Confidential—Source Code material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Highly Confidential—

1 Source Code material may be disclosed only to the categories of persons and under the conditions  
2 described in this agreement.

3 (a) Any source code produced in discovery shall be made available for inspection, in a  
4 format allowing it to be reasonably reviewed and searched, during normal business hours or at  
5 other mutually agreeable times, at an office of the producing party's counsel or another mutually  
6 agreed upon location. The source code shall be made available for inspection on a secured  
7 computer in a secured room without internet access or network access to other computers, and the  
8 receiving party shall not copy, remove, or otherwise transfer any portion of the source code onto  
9 any recordable media or recordable device. The producing party may visually monitor the  
10 activities of the receiving party's representatives during any source code review, but only to  
11 ensure that there is no unauthorized recording, copying, or transmission of the source code.

12 (b) The receiving party may request paper copies of limited portions of source code  
13 that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or  
14 other papers, or for deposition or trial, but shall not request paper copies for the purposes of  
15 reviewing the source code other than electronically as set forth in paragraph (c) in the first  
16 instance. The producing party shall provide all such source code in paper form including bates  
17 numbers and the label "HIGHLY CONFIDENTIAL—SOURCE CODE." The producing party  
18 may challenge the amount of source code requested in hard copy form pursuant to the dispute  
19 resolution procedure and timeframes set forth in Section 9 whereby the producing party is the  
20 "challenging party" and the receiving party is the "designating party" for purposes of dispute  
21 resolution.

22 (c) The receiving party shall maintain a record of any individual who has inspected  
23 any portion of the source code in electronic or paper form. The receiving party shall maintain all  
24 paper copies of any printed portions of the source code in a secured, locked area. The receiving  
25 party shall not create any electronic or other images of the paper copies and shall not convert any  
26 of the information contained in the paper copies into any electronic format. The receiving party  
27 shall only make additional paper copies if such additional copies are (1) necessary to prepare

1 court filings, pleadings, or other papers (including a testifying expert's expert report), (2)  
2 necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper  
3 copies used during a deposition shall be retrieved by the producing party at the end of each day  
4 and must not be given to or left with a court reporter or any other unauthorized individual.

5 6.2 Disclosure of "HIGHLY CONFIDENTIAL—SOURCE CODE" Material. Unless  
6 otherwise ordered by the court or permitted in writing by the designating party, a receiving party  
7 may disclose any Highly Confidential—Source Code Material only to:

8 (a) receiving party's outside counsel of record in this action, as well as  
9 employees of said outside counsel of record to whom it is reasonably necessary to disclose the  
10 information for this litigation;

11 (b) experts and staff of the receiving party (1) to whom disclosure is  
12 reasonably necessary for this litigation; (2) who have signed the "Acknowledgment and  
13 Agreement to Be Bound" (Exhibit A);

14 (c) the court and its personnel subject to paragraph 6.3 below;

15 (d) court reporters and their staff, professional jury or trial consultants and  
16 professional vendors to whom disclosure is reasonably necessary for this litigation and who have  
17 signed the "Acknowledgment and Agree to Be Bound" (Exhibit A);

18 (e) witnesses during depositions or testimony at trial or any hearing, witnesses  
19 in this action to whom disclosure is reasonably necessary, provided that counsel for the party  
20 intending to disclose the information has a good-faith basis for believing such Highly  
21 Confidential—Source Code material is relevant to events, transactions, discussions,  
22 communications, or data about which the witness is expected to testify or about which the witness  
23 may have knowledge. Before disclosing any document pursuant to this paragraph, counsel who  
24 intends to disclose the document must first notify counsel for the designating party of their intent  
25 to do so. At depositions, trial, or hearings, such notice may be accomplished by presenting a copy  
26 of the Highly Confidential—Source Code material to counsel for the designating party and  
27 permitting counsel an opportunity to object before the document is shown to the witness. Until the

designating party agrees to the disclosure, or the court orders such disclosure, Highly Confidential—Source Code material shall not be disclosed to or discussed with any witness. Witnesses shall not retain a copy of documents containing Highly Confidential—Source Code material, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed testimony or exhibits to depositions that are designated as Highly Confidential—Source Code material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order;

(f) the author or recipient of the document (not including a person who received the document solely in the course of litigation); and

(g) other persons only by written consent of the producing party or upon order of the court and on such conditions as may be agreed or ordered, but such consent shall not be unreasonably withheld.

To the extent any person is required to complete the certification contained in Attachment A to this Order, facsimile signatures or signatures transferred in electronic format (*e.g.*, PDF) shall be treated as original signatures for purposes of this Order.

6.3 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL—SOURCE CODE” Material to Designated Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by the designating party, a party that seeks to disclose to an expert any information or item that has been designated Highly Confidential—Source Code pursuant to Section 3 first must make a written request to the designating party that (1) identifies the general categories of Highly Confidential—Source Code material that the receiving party seeks permission to disclose to the expert, (2) sets forth the full name of the expert and the city and state of his or her primary residence, (3) attaches a copy of the expert’s current resume, (4) identifies the expert’s current employer(s), (5) identifies each person or entity from whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years, and (6) identifies (by

1 name and number of the case, filing date, and location of court) any litigation in connection with  
2 which the expert has offered expert testimony, including through a declaration, report, or  
3 testimony at a deposition or trial, during the preceding five years. The party receiving that  
4 disclosure may not disclose the identity of the expert to any other party in the litigation, unless the  
5 identity of that expert has already been disclosed to that party or unless the identity of that expert  
6 is learned another way, for example as part of the source code review process. The party receiving  
7 the disclosure must also not disclose the identity of the expert to experts, consultants, or staff  
8 retained by the party receiving that disclosure at any point prior to the expert disclosures set forth  
9 in the pre-existing schedule, or unless the identity of that expert is learned another way, for  
10 example as part of the source code review process.

11 (b) A party that makes a request and provides the information specified in the  
12 preceding respective paragraphs may disclose the protected material to the identified expert  
13 unless, within 14 calendar days of delivering the request, the Party receives a written objection  
14 from the designating party. Any such objection must set forth in detail the grounds on which it is  
15 based.

16 (c) A Party that receives a timely written objection must meet and confer with the  
17 designating party (through direct voice to voice dialogue) to try to resolve the matter by  
18 agreement within seven business days of the written objection. If no agreement is reached, the  
19 Party seeking to make the disclosure to the expert may file a motion seeking permission from the  
20 court to do so. Any such motion must describe the circumstances with specificity, set forth in  
21 detail the reasons why the disclosure to the expert is reasonably necessary, assess the risk of harm  
22 that the disclosure would entail, and suggest any additional means that could be used to reduce  
23 that risk. In addition, any such motion must be accompanied by a competent declaration  
24 describing the parties' efforts to resolve the matter by agreement (*i.e.*, the extent and the content  
25 of the meet and confer discussions) and setting forth the reasons advanced by the designating  
26 party for its refusal to approve the disclosure.

1 In any such proceeding, the Party opposing disclosure to the expert shall bear the burden  
 2 of proving that the risk of harm that the disclosure would entail (under the safeguards proposed)  
 3 outweighs the Receiving Party's need to disclose the Protected Material to an expert.

4 6.4 Filing "HIGHLY CONFIDENTIAL—SOURCE CODE" Material. Before filing  
 5 Highly Confidential—Source Code material or discussing or referencing such material in court  
 6 filings, the filing party shall confer with the designating party, in accordance with Local Civil  
 7 Rule 5(g). Any motion to seal filed by the receiving party, where a designating party must make a  
 8 showing required by Local Civil Rule 5(g)(3)(B) in response to the motion, must be noted for  
 9 consideration no earlier than the fourth Friday after filing. A party who seeks to maintain the  
 10 confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B),  
 11 even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in  
 12 the motion to seal being denied, in accordance with the strong presumption of public access to the  
 13 court's files.

14 **7. ACCESS TO AND USE OF HIGHLY CONFIDENTIAL—ATTORNEYS' EYES**  
 15 **ONLY MATERIAL**

16 7.1 Basic Principles. A receiving party may use Highly Confidential—Attorneys' Eyes  
 17 Only material that is disclosed or produced by another party or by a non-party in connection with  
 18 this case only for prosecuting, defending, or attempting to settle this litigation. Highly  
 19 Confidential—Attorneys' Eyes Only material may be disclosed only to the categories of persons  
 20 and under the conditions described in this agreement.

21 7.2 Disclosure of "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY  
 22 material. Unless otherwise ordered by the court or permitted in writing by the designating party, a  
 23 receiving party may disclose Highly Confidential—Attorneys' Eyes Only material only to:

24 (a) the receiving party's outside counsel of record in this action, as well as  
 25 employees of said outside counsel of record to whom it is reasonably necessary to disclose the  
 26 information for this litigation;

1 (b) in-house litigation counsel and legal assistants at Yardi Systems, Inc., none  
2 of whom advise on business transactions involving competitive decisionmaking where Yardi and  
3 any named Defendant in this action are on opposite sides of the transaction;

4 (c) experts and staff of the receiving party (1) to whom disclosure is  
5 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and  
6 Agreement to Be Bound” (Exhibit A)

7 (d) the court and its personnel subject to paragraph 7.3 below;

8 (e) court reporters and their staff, professional jury or trial consultants and  
9 professional vendors to whom disclosure is reasonably necessary for this litigation and who have  
10 signed the “Acknowledgment and Agree to Be Bound” (Exhibit A);

11 (f) copy or imaging services retained by counsel to assist in the duplication of  
12 confidential material, provided that counsel for the party retaining the copy or imaging service  
13 instructs the service not to disclose any confidential material to third parties and to immediately  
14 return all originals and copies of any confidential material;

15 (g) witnesses during depositions or testimony at trial or any hearing, witnesses  
16 in this action to whom disclosure is reasonably necessary, provided that counsel for the party  
17 intending to disclose the information has a good-faith basis for believing such Highly  
18 Confidential—Attorneys’ Eyes Only material is relevant to events, transactions, discussions,  
19 communications, or data about which the witness is expected to testify or about which the witness  
20 may have knowledge. Before disclosing any designating party’s document to a non-designating  
21 party’s witness pursuant to this paragraph, counsel who intends to disclose the document must  
22 first notify counsel for the designating party of their intent to do so. At depositions, trial, or  
23 hearings, such notice may be accomplished by presenting a copy of the Highly Confidential—  
24 Attorneys’ Eyes Only material to counsel for the designating party and permitting counsel an  
25 opportunity to object before the document is shown to the non-designating party’s witness. Until  
26 the designating party agrees to the disclosure, or the court orders such disclosure, Highly  
27 Confidential—Attorneys’ Eyes Only material shall not be disclosed to or discussed with any

witness of the non-designating party. Witnesses shall not retain a copy of documents containing Highly Confidential—Attorneys’ Eyes Only material, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed testimony or exhibits to depositions that are designated as Highly Confidential—Source Code material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order;

(h) the author or recipient of the document (not including a person who received the document solely in the course of litigation); and

(i) other persons only by written consent of the producing party or upon order of the court and on such conditions as may be agreed or ordered, but such consent shall not be unreasonably withheld.

To the extent any person is required to complete the certification contained in Attachment A to this Order, facsimile signatures or signatures transferred in electronic format (*e.g.*, PDF) shall be treated as original signatures for purposes of this Order.

7.3 Filing “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Material.

Before filing Highly Confidential—Attorneys’ Eyes Only material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g). Any motion to seal filed by the receiving party, where a designating party must make a showing required by Local Civil rule 5(g)(3)(B) in response to the motion, must be noted for consideration no earlier than the fourth Friday after filing. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court’s files.

1 **8. DESIGNATING PROTECTED MATERIAL**

2 8.1 Exercise of Restraint and Care in Designating Material for Protection. Each party  
3 or non-party that designates material for protection under this agreement must take care to limit  
4 any such designation to specific material that qualifies under the appropriate standards.

5 Mass, indiscriminate, or routinized designations are expressly prohibited and shall expose  
6 the designating party to sanctions, to the extent that such designations unnecessarily encumber or  
7 delay the case development process or impose unnecessary expenses and burdens on other parties,  
8 prevent a party to this litigation with demonstrated subject matter expertise from using it to  
9 advance a claim or defense, and the like.

10 If it comes to a designating party's attention that ~~material~~ material designated for protection does  
11 not qualify for protection, the designating party shall promptly notify all other parties that it is  
12 withdrawing the mistaken designation.

13 8.2 Manner and Timing of Designations. Except as otherwise provided in this  
14 agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies  
15 for protection under this agreement must be clearly so designated before or when the material is  
16 disclosed or produced.

17 (a) Material in documentary form (e.g., paper or electronic documents and  
18 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings):  
19 the designating party must affix the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL—  
20 SOURCE CODE," or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" to each  
21 page that contains confidential material. In the case of material produced in native electronic  
22 format, the designating party must append to the file names of such material the legend  
23 "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL—SOURCE CODE," or "HIGHLY  
24 CONFIDENTIAL—ATTORNEYS' EYES ONLY".

25 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
26 and any participating non-parties must identify on the record, during the deposition or other  
27 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other

testimony after reviewing the transcript. Any party or non-party may, within 15 calendar days after receiving the transcript of the deposition or other pretrial proceeding, provide written notice that designated portions of the transcript, or exhibits thereto, will be treated as Confidential, Highly Confidential—Source Code, or Highly Confidential—Attorneys’ Eyes Only. No later than 60 days after receiving the transcript of the deposition or other pretrial proceeding, a designating party may serve a Notice of Designation to all parties of record and the court reporter for the deposition in question as to specific pages of the transcript that are designated Confidential, Highly Confidential—Source Code, or Highly Confidential—Attorneys’ Eyes Only. The court reporter shall provide a final copy of the transcript that reflects any designations of pages of the transcript as Confidential or Highly Confidential Information in the lower left-hand corner of each designated page. A party may request additional time for good cause shown if the party is unable to meet the above deadline. The Parties agree to meet and confer about any such requests in an effort to limit disputes that are brought to the Court’s attention. If a party or non-party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the material is stored the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL—SOURCE CODE or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

8.3 Inadvertent Failures to Designate. If timely corrected after being identified, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party’s right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

## **9. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality

1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
 2 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
 3 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 4 original designation is disclosed.

5 9.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
 6 regarding confidential designations without court involvement. Any motion regarding  
 7 confidential designations or for a protective order must include a certification, in the motion or in  
 8 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference  
 9 with other affected parties in an effort to resolve the dispute without court action. The certification  
 10 must list the date, manner, and participants to the conference. A good faith effort to confer  
 11 requires a face-to-face meeting or a telephone conference.

12 9.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
 13 intervention, within 10 business days of the conclusion of the good faith effort to resolve the  
 14 dispute, the designating party may file and serve a motion to retain confidentiality under Local  
 15 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
 16 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
 17 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
 18 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain  
 19 the material in question as confidential until the court rules on the challenge.

## 20 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN** 21 **OTHER LITIGATION**

22 If a party is served with a subpoena or a court order issued in other litigation that compels  
 23 disclosure of any information or items designated in this action as “CONFIDENTIAL,”  
 24 “HIGHLY CONFIDENTIAL—SOURCE CODE,” or “HIGHLY CONFIDENTIAL—  
 25 ATTORNEYS’ EYES ONLY,” that party must:

26 (a) promptly notify the designating party in writing and include a copy of the  
 27 subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

#### **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). In addition, any Party receiving a document or information that appears to be privileged or work product shall promptly notify the producing Party. These provisions are not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

#### **13. NON TERMINATION AND RETURN OF DOCUMENTS**

Within 60 calendar days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies,

1 extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of  
2 destruction.

3 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
4 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
5 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
6 work product, even if such materials contain confidential material.

7 The confidentiality obligations imposed by this agreement shall remain in effect until a  
8 designating party agrees otherwise in writing or a court orders otherwise.

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11  
12 DATED: April 1, 2024

13 **HAGENS BERMAN SOBOL SHAPIRO LLP**

14 /s/ Steve W. Berman

15 Steve W. Berman (WSBA No. 12536)

16 Theodore Wojcik (WSBA No. 55553)

17 Stephanie A. Verdoia (WSBA No. 58636)

18 Xiaoyi Fan (WSBA No. 56703)

19 1301 Second Avenue, Suite 2000

20 Seattle, WA 98101

21 Telephone: (206) 623-7292

22 Facsimile: (206) 623-0594

23 Email: steve@hbsslaw.com

24 Email: tedw@hbsslaw.com

25 Email: stephaniev@hbsslaw.com

26 Email: kellyf@hbsslaw.com

27 Rio S. Pierce (*pro hac vice*)

28 715 Hearst Avenue, Suite 300

Berkeley, CA 94710

Telephone: (510) 725-3000

Facsimile: (510) 725-3001

Email: riop@hbsslaw.com

*Attorneys for Plaintiffs*

**VAN KAMPEN & CROWE PLLC**

/s/ Al Van Kampen

Al Van Kampen (WSBA No. 13670)  
P.O. Box 33632  
Seattle, WA 98133  
Telephone: (206) 441-1121  
Email: avankampen@vkcclaw.com

**VINSON & ELKINS LLP**

Michael W. Scarborough (*pro hac vice*)  
Dylan I. Ballard (*pro hac vice*)  
M. Kevin Costello (*pro hac vice*)  
Madison Lo (*pro hac vice*)  
555 Mission Street, Suite 2000  
San Francisco, CA 94105  
Telephone: (415) 979-6900  
Email: mscarborough@velaw.com  
Email: dballard@velaw.com  
Email: kcostello@velaw.com  
Email: mlo@velaw.com

Stephen Medlock (*pro hac vice*)  
2200 Pennsylvania Avenue NW  
Suite 500 West  
Washington, DC 20037  
Telephone: (202) 639-6500  
Email: smedlock@velaw.com

Mackenzie Newman (*pro hac vice*)  
1114 Avenue of the Americas  
32nd Floor  
New York, NY 10036  
Telephone: (212) 237-0000  
Email: mnewman@velaw.com

*Attorneys for Defendant Bridge Property  
Management, L.C.*

**CABLE HUSTON LLP**

/s/ Brian S. Epley

Brian S. Epley (WSBA No. 48412)  
Jon W. Monson (WSBA No. 43912)

STIPULATED PROTECTIVE ORDER – 17  
(Case No. 2:23-cv-01391-RSL)

**MATTHEW CARVALHO,  
ATTORNEY AT LAW, PLLC**

/s/ Matthew A. Carvalho

Matthew A. Carvalho (WSBA No. 31201)  
720 Seneca Street  
Seattle, WA 98101  
Telephone: (206) 799-6888  
Email: matt@mattcarvalholaw.com

**DEBEVOISE & PLIMPTON LLP**

Maura K. Monaghan (*pro hac vice*)  
Michael Schaper (*pro hac vice*)  
Kristin D. Kiehn (*pro hac vice*)  
66 Hudson Boulevard  
New York, NY 10001  
Telephone: (212) 909-6000  
Email: mkmonaghan@debevoise.com  
Email: mschaper@debevoise.com  
Email: kdkiehn@debevoise.com

Abraham Tabaie (*pro hac vice*)  
650 California Street  
San Francisco, CA 94108  
Telephone: (415) 738-5700  
Email: atabaie@debevoise.com

*Attorneys for Defendant Yardi Systems, Inc.*

**BAILEY DUQUETTE PC**

/s/ Hozaiifa Cassubhai

Hozaiifa Cassubhai (WSBN No. 39512)  
William Burnside (WSBN No. 36002)  
800 Fifth Ave, Suite 101-800  
Seattle, WA 98104  
Phone: (206) 225-2250  
Fax : (866) 233-5869  
Email: hozaiifa@baileyduquette.com  
Email: will@baileyduquette.com

*Attorneys for Defendant Calibrate Property  
Management, LLC*

**FOGARTY LAW GROUP PLLC**

/s/ Paul E. Fogarty

**Matthew Carvalho,  
Attorney at Law, PLLC**  
720 Seneca Street  
Seattle, Washington 98101  
206.799.6888

1 1455 SW Broadway, Suite 1500  
 2 Portland, OR 97201-3412  
 3 Telephone: (503) 224-3092  
 4 Email: jmonson@cablehuston.com  
 5 Email: bepley@cablehuston.com

*Attorneys for Defendant Dalton  
 Management, Inc.*

**SHOOK, HARDY & BACON L.L.P.**

/s/ Steven Rich  
 8 Steven Rich (WSBA No. 48444)  
 9 701 Fifth Avenue, Suite 6800  
 10 Seattle, WA 98104  
 11 Telephone: (206) 344-7600  
 12 Email: srich@shb.com

Ryan Sandroock (*pro hac vice*)  
 12 555 Mission Street, Suite 2300  
 13 San Francisco, CA 94105  
 14 Telephone: (415) 544-1900  
 15 Email: rsandroock@shb.com

*Attorneys for Defendant LeFever Mattson  
 Property Management*

**K&L GATES LLP**

/s/ Christopher M. Wyant  
 19 Christopher M. Wyant (WSBA No. 35561)  
 20 Tyler Lichter (WSBA No. 51090)  
 21 925 Fourth Avenue, Suite 2900  
 22 Seattle, WA 98104  
 23 Phone: (206) 623-7580  
 24 Fax: (206) 623-7022  
 25 Email: chris.wyant@klgates.com  
 26 Email: tyler.lichter@klgates.com

Lauren Norris Donahue (*pro hac vice*)  
 24 70 W. Madison St., Suite 3300  
 25 Chicago, IL 60602  
 26 Telephone: (312) 372-1121  
 27 Fax: (312) 827-8000  
 28 Email: lauren.donahue@klgates.com

STIPULATED PROTECTIVE ORDER – 18  
 (Case No. 2:23-cv-01391-RSL)

Paul E. Fogarty (WSBN No. 26929)  
 1904 Third Avenue, Ste 933  
 Seattle, WA 98101  
 Telephone: (206) 441-0172  
 Email: pfogarty@fogartylawgroup.com

**NORTON ROSE FULBRIGHT US LLP**

Michael Swartzendruber (*pro hac vice*)  
 2200 Ross Avenue, Suite 3600  
 Dallas, TX 75201  
 Telephone: (214) 855-8067  
 michael.swartzendruber@nortonrosefulbright.com

Eliot Turner (*pro hac vice*)  
 1301 McKinney, Suite 5100  
 Houston, TX 77010  
 Telephone: (713) 651-5113  
 Email: eliot.turner@nortonrosefulbright.com

*Attorneys for Defendant Creekwood Property  
 Corporation*

**PERKINS COIE LLP**

/s/ David A. Perez  
 David A. Perez (WSBA No. 43959)  
 Elvira Castillo (WSBA No. 43893)  
 Tiffany Lee (WSBA No. 51979)  
 Marten King (WSBA No. 57106)  
 1201 Third Avenue, Suite 4900  
 Seattle, WA 98101-3099  
 Telephone: 206.359.6767  
 Email: DPerez@perkinscoie.com  
 Email: ECastillo@perkinscoie.com  
 Email: TiffanyLee@perkinscoie.com  
 Email: MKing@perkinscoie.com

Adrianna Simonelli (WSBA No. 58472)  
 1120 NW Couch Street, Tenth Floor  
 Portland, OR 97209-4128  
 Telephone: 503-727-2000  
 Facsimile: 503-727-2222  
 Email: ASimonelli@perkinscoie.com

*Attorneys for Defendant HNN Associates, LLC*

**Matthew Carvalho,  
 Attorney at Law, PLLC**  
 720 Seneca Street  
 Seattle, Washington 98101  
 206.799.6888

Derek Sutton (*pro hac vice*)  
301 Hillsborough St., Suite 1200  
Raleigh, NC 27603  
Telephone: (919) 743-7331  
Fax: (919) 516-2122  
Email: derek.sutton@klgates.com

*Attorneys for Defendant R.D. Merrill Real  
Estate Holdings, LLC*

**GORDON REES SCULLY  
MANSUKHANI, LLP**

/s/ Todd A. Bowers  
Todd A. Bowers (WSBA No. 24638)  
701 5th Avenue, Suite 2100  
Seattle, WA 98104  
Telephone: (206) 695-5197  
Email: tbowers@grsm.com

**ROETZEL & ANDRESS**

Stephen W. Funk (*pro hac vice*)  
222 South Main Street, Suite 400  
Akron, OH 44308  
Telephone: (330) 849-6602  
Cell: (330) 819-5387  
Email: sfunk@ralaw.com

*Attorneys for Defendant Summit  
Management Services, Inc.*

**STOKES LAWRENCE, P.S.**

/s/ Mathew Harrington  
Mathew Harrington  
Valerie Walker  
1420 Fifth Avenue, Suite 3000  
Seattle, WA 98101-2393  
Telephone: (206) 626-6000  
Email: mathew.harrington@stokeslaw.com  
Email: valerie.walker@stokeslaw.com

**SPENCER FANE LLP**

Jessica Nelson (*pro hac vice*)  
Donald Heeman (*pro hac vice*)  
100 South Fifth Street, Suite 2500  
Minneapolis, MN 55402  
Telephone: (612) 268-7006  
Email: jnelson@spencerfane.com  
Email: dheeman@spencerfane.com

*Attorneys for Defendant Manco Abbott, Inc.*

**BRADLEY BERNSTEIN SANDS LLP**

/s/ Heidi B. Bradley  
Heidi B. Bradley (WSBA No. 35759)  
2800 First Avenue, Suite 326  
Seattle, WA 98121  
Telephone: (206) 337-6551  
Email: hbradley@bradleybernstein.com

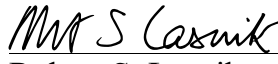
Darin M. Sands (WSBA No. 35865)  
1425 SW 20<sup>th</sup> Ave., Suite 201  
Portland, OR 97201  
Telephone: (503) 734-2480  
Email: dsands@bradleybernstein.com

*Attorneys for Defendant Morguard Management  
Company Inc.*

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
3 documents, electronically stored information (ESI), or information, whether inadvertent or otherwise,  
4 in this proceeding shall not, for the purposes of this proceeding or any other federal or state  
5 proceeding, constitute a waiver by the producing party of any privilege applicable to those documents,  
6 including the attorney-client privilege, attorney work-product protection, or any other privilege or  
7 protection recognized by law. This Order shall be interpreted to provide the maximum protection  
8 allowed by Fed. R. Evid. 502(d).

9  
10 Dated this 2nd day of April, 2024.

11   
12 Robert S. Lasnik  
13 United States District Judge  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Western District of Washington on  
 \_\_\_\_\_ [date] in the case of *Duffy v. Yardi Systems, Inc., et al.* (Case No. 2:23-cv-01391-  
 RSL). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
 and I understand and acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any person or entity  
 except in strict compliance with the provisions of this Order. I will use any confidential material  
 disclosed to me solely for purposes of this action, and I will take appropriate steps and assume  
 full responsibility to assure that any other people working for me, including clerical or secretarial  
 personnel, will abide by the Stipulated Protective Order. I will not use, either directly or  
 indirectly, any confidential material disclosed to me for any other purpose or proceeding. I will  
 return all confidential material that comes into my possession to counsel for the party by whom I  
 am employed or retained when requested to do so by that counsel.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Western District of Washington for the purpose of enforcing the terms of this Stipulated  
 Protective Order and for civil remedies in the form of legal and equitable relief, including  
 damages, for any breach thereof, even if such enforcement proceedings occur after termination of  
 this action.

DATE: \_\_\_\_\_

City and State where sworn and signed:

\_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_